

## **Amendment 163**

### **Contract No. 229944**

#### **To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System**

This Amendment 163 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 28<sup>th</sup> day of August, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### **Recitals**

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to disassociate the WDOLS from three (3) King County Metro (KCM) vehicles and complete the bus commissioning process. This work is performed per CR-002690 *KCM Complete Commissioning*.
- C. The Parties agree that the Work necessary to complete the commissioning process will be performed and compensated as described below.

## Agreement

### Section 1.0 Description of Work

1.1 The Contractor will perform the work necessary to disassociate the WDOLS from the following vehicles and complete the commissioning as indicated:

- (a) Disassociate FTX104U0CR from 4191 and complete commissioning of 9645
- (b) Disassociate FTX1002U094 from 6827 and complete commissioning of 9644
- (c) Disassociate FTX1207U0HD from 6828 and complete commissioning of 9647
- (d) Update and submit system documentation to KCM. The Contractor has identified the affected documentation as SEA-TBD CDRL 24 Commissioning Test Results CR-0022587

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

### Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

## VI. IMPLEMENTATION

### SPECIAL PROGRAMS

<b>LUMP SUM COST</b>
--------------------------

Amendment No. 163

To perform the work necessary to complete the commissioning process for three (3) KCM buses:	
<b>TOTAL</b>	<b>\$229</b>

### Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and sixty-three shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

**ERG Transit Systems (USA) Inc.**

By: Michael Cook  
Its: GM  
Date: 8-22-11

**The Agencies**

By: Candace Carlson  
Their: Operations Manager  
On behalf of the Agencies  
Date: August 23, 2011